

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

IN RE: )  
 )  
NAYNA PATEL and VINOD PATEL, ) CHAPTER 13 PROCEEDING  
 ) CASE NO: 16-11274-SDB  
Debtors. ) ADVERSARY CASE NO. 16-01032  
 )

**MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS  
ADMINISTRATION OFFER-IN COMPROMISE**

NOW COME NAYNA PATEL and VINOD PATEL, debtors in the above-referenced matter ("Debtors"), and file this Motion for Final Approval of an SBA Offer-in-Compromise, and state as follows:

1. On or about October 13, 2006, Dhara & Vikas, LLC d/b/a Country Hearth Inn ("DV") entered into US Small Business Administration ("SBA") Loan Agreement # GP 23756160-10 CHAR with Business Loan Center, LLC (the "SBA Loan") which funded the startup of a Hotel in Charlotte, NC (the "Hotel). See Claim No. 4.
2. Debtor, Nayna Patel, was the management member of DV, and the SBA and/or Business Loan Center, LLC ("BLC") required that both Nayna Patel and Vinod Patel sign personal guarantees on the SBA Loan. See Claim No. 4.
3. Upon information and belief, on December 3, 2012, BLC assigned the SBA Loan to BLC Funding, LLC ("BLC Funding"). See Claim No. 4.
4. Upon information and belief, subsequently on December 3, 2012, BLC Funding assigned the SBA Loan to U.S. National Bank Association, as successor trustee to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Indenture Trustee under certain Second Amended and Restated Indenture dated as of February 4, 2005 as the same

may be amended from time to time, for the benefit of the SBA and holders of the BLX Funding Trust I Notes, as their interests may appear subject to a Second Amended and Restated Multi-Party Agreement dated February 4, 2005 (“U.S. National Bank”). See Claim No. 4.

5. Due to a poor economy, crime surrounding the area where the Hotel was located, and poor management by non-parties to this matter, the SBA Loan went into default.

6. Debtors attempted to work with U.S. National Bank on the defaulted SBA Loan and ultimately entered into a short sale agreement of the real property where the Hotel was located, and after the liquidation of the real estate collateral, there remained a large deficiency balance left owing on the SBA Loan (the “Deficiency Balance”).

7. Upon information and belief, U.S. National Bank sued Debtors for the Deficiency Balance in a state court in North Carolina and received a judgment (the “NC Judgment”).

8. U.S. National Bank then domesticated the NC Judgment in Columbia County, GA Superior Court (Civil Action No. 2016-CV-0130) and the Judgment was signed by the Court on April 13, 2016 (the “Judgment”). See Claim No. 4.

9. On or about June 8, 2016, U.S. National Bank assigned the Judgment to BLC.

10. On June 20, 2016, a Writ of Fieri Facias in favor of U.S. National Bank/BLC (collectively “Creditor”) was recorded at Book 10400 and page 148 in the Superior Court of Columbia County (the “Judgment Lien”).

11. On or about July 26, 2016, Debtors received a letter concerning the “SBA Offer-in-Compromise Process” from Creditor.

12. On September 15, 2016, Debtors filed for Chapter 13 bankruptcy protection.

13. On September 20, 2016, Debtors filed Adversary Proceeding No. 16-01032-SDB in this Court seeking to avoid Creditor's Judgment Lien pursuant to 11 U.S.C. Section 547 (the "Adversary Proceeding").

14. On October 2, 2017, Debtors submitted an amended Offer-in-Compromise proposing to pay Creditor: (1) \$30,000.00; (2) \$21,500.00 within thirty days of the \$30,000.00 and after Debtors selling their 2007 Lexus EX 350 and 2007 Toyota Tundra. Said payments of \$30,000.00 and \$21,500.00 will both be remitted to Creditor through the Chapter 13 Trustee with the requisite commission being deducted; and (3) the Creditor will receive any excess funds from Debtors' monthly payments after the claims of all unsecured creditors are paid in full.

15. This Court preliminarily approved Debtors' amended Offer-in-Compromise with consent of Chapter 13 Trustee and no opposition from the Creditor. Docket. No. 79.

16. Creditor has now considered and evaluated Debtors' Offer-in-Compromise and accepted the same.

17. Debtors show that all claims outside of Creditor's, are or have been paid in full.

18. The Offer-in-Compromise is fair and reasonable and in the best interest of Debtors, personally, and of the Debtors' bankruptcy estate.

19. Should this Offer-in-Compromise be approved by the Court, Debtors will dismiss Adversary Proceeding #16-01032-SDB filed against Creditor with prejudice.

20. As reflected by the Consent attached to this Motion hereto, the Debtors, BLC and the Chapter 13 Trustee all consent to the granting of the relief as requested in this Motion.

WHEREFORE, the undersigned respectfully prays as follows:

- (a) That this Court issue an order approving the Offer-in-Compromise; and
- (b) That such other and further relief as the Court deems necessary and proper.

This 21<sup>st</sup> day of September, 2018.



/S/ Charles W. Wills  
Charles W. Wills  
Attorney for Debtor  
Georgia Bar No.: 254329

WILLS LAW FIRM, LLC  
P.O. Box 1620  
Thomson, GA 30824  
706-595-8100  
706-595-9034 (Fax)

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of the within and foregoing  
**“MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS ADMINISTRATION  
OFFER-IN-COMPROMISE”** upon all parties listed below either electronically or by placing a  
copy of the same in the United States Mail, postage prepaid and properly addressed as follows:

Huon Le  
Chapter 13 Trustee  
[VIA ECF]

Nathan Huff  
Attorney for Business Loan Center, LLC  
[VIA ECF]

**SEE MAILING MATRIX ATTACHED AS EXHIBIT “A”**

This 21<sup>st</sup> day of September, 2018.

  
\_\_\_\_\_  
/s/ Charles W. Wills  
Charles W. Wills

WILLS LAW FIRM, LLC  
P.O. Box 1620  
Thomson, GA 30824  
706-595-8100  
706-595-9034 (Fax)

Label Matrix for local noticing

113J-1

Case 16-11274-SDB

Southern District of Georgia

Augusta

Fri Sep 21 16:25:28 EDT 2018

American Express Bank FSB

c/o Becket and Lee LLP

PO Box 3001

Malvern PA 19355-0701

ALMA EXCHANGE BANK &amp; TRUST

PO BOX 1988

Alma GA 31510-0988

American Express

PO Box 981537

El Paso TX 79998-1537

EXHIBIT "A"

American Express Centurion Bank  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern PA 19355-0701(p)BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238Randy Erwin Berlew  
Stern & Eisenberg Souther, P.C.  
1709 Devonsshire Drive  
Columbia, SC 29204-2404Business ~~loan~~ Center, LLC  
c/o Law Office of Nathan E. Huff  
228 Bascom Road  
Augusta, GA 30907-1922CREDIT MANAGEMENT  
4200 INTERNATIONAL PKWY  
Carrollton TX 75007-1912

(via CMIECF)

Ciena Capital, LLC  
c/o James T. Werther, VP  
5 Independence Pointe, Suite 140  
Greenville SC 29615-4538(p)DISCOVER FINANCIAL SERVICES LLC  
PO BOX 3025  
NEW ALBANY OH 43054-3025Great Lakes  
2401 International Lane  
Madison WI 53704-3192Nathan Edward Huff  
Cleary, West & Hawkins, LLP  
1223 George C. Wilson Drive  
Augusta, GA 30909-4502Huon La  
P.O. Box 2127  
Augusta, GA 30903-2127Macy's  
PO Box 8218  
Mason OH 45040-8218

(via CMIECF)

NATIONWIDE RECOVERY SERVICES  
545 INMAN STREET  
Cleveland TN 37311Wendy Anne Owens  
Law Office of Wendy A. Owens, P.C.  
111 E. Oglethorpe Avenue  
Savannah, GA 31401-3708Nayna Patel  
3039 Washington Road  
Augusta, GA 30907-3829Vinod Patel  
3039 Washington Road  
Augusta, GA 30907-3829Physicians Practice Group  
c/o NRS  
P.O. Box 8005  
Cleveland, TN 37320-8005Quicken Loans  
P.O. Box 6577  
Carol Stream IL 60197-6577Quicken Loans Inc.  
Stern & Eisenberg Southern, PC  
1709 Devonshire Drive  
Columbia, SC 29204-2404Quicken Loans Inc.  
635 Woodward Avenue  
Detroit, MI 48226-3408SUNTRUST  
PO BOX 85526  
Richmond VA 23285-5526SYNCB/SAMS CLUB DUAL CARD  
PO BOX 965036  
Orlando FL 32896-5036SYNCB/TJX COS DC  
PO BOX 965005  
Orlando FL 32896-5005Dennis J. Strickland Sr.  
Strickland and Garmon  
P. O. Box 1592  
Waycross, GA 31502-1592Synchrony Bank  
c/o Recovery Management Systems Corp  
25 SE 2nd Avenue, Suite 1120  
Miami, FL 33131-1605Synchrony Bank c/o Recovery Management Systems  
25 S.E. 2nd Avenue, Suite 1120  
Miami, FL 33131-1605U.S. Bank National Association, et al  
c/o Chester Jennings & Smith, LLC  
2882 Church Street  
Atlanta GA 30344-3254

University Health Care System  
620 13th Street  
Augusta GA 30901-1008

Charles W. Wills  
Wills Law Firm, LLC  
P.O. Box 1620  
318 Jackson Street  
Thomson, GA 30824-2901

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank of America  
PO Box 982235  
El Paso TX 79998-2235

DISCOVER FINANCIAL SERVICES  
PO BOX 15316  
Wilmington DE 19850

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Alma Exchange Bank and Trust P.O. Box 1988 Alma, GA 31510-0988	(u)Business Loan Center, LLC as successor in	End of Label Matrix
		Mailable recipients 31
		Bypassed recipients 2
		Total 33

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

INRE: )  
 )  
 NAYNA PATEL and VINOD PATEL, ) CHAPTER 13 PROCEEDING  
 ) CASE NO: 16-11274-SDB  
 Debtors. ) ADVERSARY CASE NO. 16-01032  
 )

**ORDER ON MOTION FOR FINAL APPROVAL OF U.S. SMALL BUSINESS  
ADMINISTRATION OFFER-IN-COMPROMISE**

Debtors have filed a motion final approval of its offer-in-compromise with the Creditor, Business Loan Center, LLC (the "SBA Creditor"), holding Claim No. 4 upon the following terms: (1) Debtors will pay Creditor \$30,000.00 in cash; and (2) Debtors will sell their 2007 Lexus EX 350 and 2007 Toyota Tundra and/or remit \$21,500.00 to the SBA Creditor. Both of said payments will be remitted to the SBA Creditor through the Chapter 13 Trustee with the requisite commission being deducted, and will then be remitted to the SBA Creditor in accordance with standard procedure, but no later than 60 days after the moneys are remitted to the Chapter 13 Trustee; (3) the SBA Creditor will receive any excess funds from Debtors' monthly payments after the claims of all unsecured creditors are paid in full; (4) the term of Debtors' confirmed plan shall remain at 60 months; and (5) Debtors' plan is modified to provide that the SBA Creditor's claim will be paid by the Trustee rather than directly by Debtors.

Debtors' Motion having been considered and it appearing to the Court that the Offer-in-Compromise is in the best interest of Debtors and Debtors' Estate,

Debtors Motion for Final Approval of U.S. Small Business Administration Offer-in-Compromise as stated above is GRANTED.

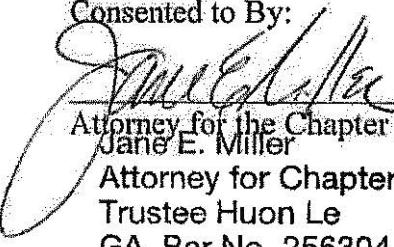
**[END OF DOCUMENT]**

Presented by:

/s/ Charles W. Wills

Charles W. Wills  
Attorney for Debtors  
PO Box 1620  
Thomson, GA 30824  
(t) 706-595-8100

Consented to By:

  
Jane E. Miller  
Attorney for the Chapter 13 Trustee  
Jane E. Miller  
Attorney for Chapter 13  
Trustee Huon Le  
GA. Bar No. 256304

Consented to By:

/s/ Nathan E. Huff

Nathan E. Huff  
Attorney for U.S. National Bank and  
Business Loan Center  
Cleary, West and Hawkins, LLP  
1223 George C. Wilson Dr.  
Augusta, GA 30909  
706-860-9995